

REORGANIZATION PLAN FOR ALTERNATIVE ORGANIZATIONAL STRUCTURE SUBMITTAL SHEET

REC'D DEC 6 2010

School Administrative Units Included in APPROVED Notice of Intent	School Administrative Units Submitting Reorganization Plan (Each municipality in a School Union must be indicated separately)
MSAD #70	MSAD #70
MSAD #14	MSAD #14
Bancroft	Bancroft
Orient	Orient

Contact Information:

RPC Chair

Name: Lauren Asselin
 Address: 692 County Road
New Limerick, ME 04730
 Telephone: 207-532-6336
 email: tax.collector@houlton-maine.com

Date Plan Submitted: December 2, 2010

Proposed Alternative Organizational Structure Operational Date: July 1, 2011

<u>And Brown</u>	<u>11/30/10</u>	<u>MSAD14</u>
Signature/Title	Date	SAU
<u>Mary Ballanger</u>	<u>11/30/10</u>	<u>Bancroft</u>
Signature/Title	Date	SAU
<u>Julie Bartlett</u>	<u>11/30/10</u>	<u>Orient</u>
Signature/Title	Date	SAU
<u>Isela G Lane</u>	<u>12/1/10</u>	<u>MSAD 70</u>
Signature/Title	Date	SAU
<u> </u>	<u> </u>	<u> </u>
Signature/Title	Date	SAU
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Signature/Title	Date	SAU
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Signature/Title	Date	SAU
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Signature/Title	Date	SAU
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Signature/Title	Date	SAU
<u> </u>	<u> </u>	<u> </u>
Signature/Title	Date	SAU

(Duplicate as Needed)

Reorganization Plan for Alternative Organizational Structure Cover Sheet

(Please attach Reorganization Plan as Exhibit A)

Required Elements							
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier ¹	Need Assistance
3.A(1)	SAUs included in Alternative Organizational Structure (AOS)		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(2)	Size of governing body		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Composition of governing body		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Apportionment of governing body		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(3)	Method of voting of the governing body		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(4)	Composition of local school committees		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Powers of local school committees		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Duties of local school committees		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(5)	Disposition of real & personal school property		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(6)	Disposition of existing school indebtedness (if not using provisions of section 1506)		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Disposition of lease-purchase obligations (if not using provisions of section 1506)		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(7)	Assignment of school personnel contracts		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of school collective bargaining agreements		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of other school contractual obligations		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(8)	Disposition of existing school funds and existing financial obligations		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(9)	Transition plan that addresses the development of a budget for the first school year		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Transition plan that addresses interim personnel policies		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(10)	Documentation of the public meeting(s) held to prepare or review reorganization plan		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(11)	Explanation of how units that approve reorganization plan will proceed if one or more units do not approve the plan		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(12)	Estimate of cost savings to be achieved		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(13)	Such other matters as the governing bodies of the school administrative units in existence on the effective date of this chapter may determine to be necessary		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

¹ Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

² Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

Parameters for Plan Development							
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier ³	Need Assistance
3.B(1)	Enrollment meets requirements (2,500 except where circumstances justify an exception ⁵)		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX- 36, Parameter B	When viewed in conjunction with surrounding proposed units, may not result in one or more municipalities being denied the option to join an RSU		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(2)	Comprehensive programming for all students grades K – 12		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Includes at least one publicly supported high school		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(3)	Consistent with policies set forth in section 1451		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(4)	No displacement of teachers		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No displacement of students		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No closures of schools existing or operating during school year immediately preceding reorganization, except as permitted under section 1512		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX- 36, Parameter F	The plan must address how the school administrative unit will reorganize administrative functions, duties and non-instructional personnel so that the projected expenditures of the reorganized school unit in fiscal year 2008-2009 for system administration, transportation, special education and facilities and maintenance will not have an adverse impact on the instructional program ⁶		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX- 36, 2.C	A notice of intent to engage in planning and negotiations with other school administrative units for the purpose of developing a reorganization plan to form an alternative organizational structure		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.C(1)	A school administrative unit may be designated by the commissioner as part of an AOS. The commissioner may designate an SAU as part of an AOS if the commissioner finds that the proposed organizational structure will result in:						
	Consolidation of system administration		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Consolidation of special education administration, transportation administration and administration of business functions including accounting, reporting, payroll, financial management, purchasing insurance and auditing		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Adoption of a core curriculum and procedures for standardized testing and assessment aligned with the system of learning results established in Title 20-A, section 6209		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Adoption of consistent school policies and school calendars and a plan for consistent collective bargaining agreements		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	A plan for an AOS may include a collaborative		X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

³ Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

⁴ Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

⁵ Please note in the *Exceptions to 2500 minimum* section on next page

⁶ This requirement is only for those who plan to be operational as an AOS in fiscal year 2008-2009, in accordance with a Reorganization Plan that is approved by the Commissioner and by the voters.

	agreement under chapter 114 and must include an interlocal agreement under Title 30-A, chapter 115. The plan must include procedures for conducting a kindergarten through grade 12 budget approval pursuant to subparagraph (2)					
2.C(2)	The budget procedures of members of an AOS must conform to the format and referendum procedures set forth in sections 1485 and 1486 for regional school units except for the time limits pursuant to section 1486, subsection 2. The budget validation referendum for all members of the AOS must be conducted on the same day	x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Collaborative Agreements						
						Yes
						No
Does your plan currently include information/documentation on collaborative agreements? (not required, but encouraged)						x
						<input type="checkbox"/>

Exceptions to 2,500 minimum

Actual number of students (10/1/2006) for which the SAU is fiscally responsible:

732 <http://www.maine.gov/education/enroll/aproct/resident.html>

Exception	Exception Claimed in Plan	Documentation Provided? (Please attach as Exhibit B)	
		Yes	No
Geography	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Demographics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Economics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Population Density	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other Unique Circumstances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation of Barriers –

Please use this section to explain any/all barriers identified on the previous page as a barrier in completing your Reorganization Plan.

Law Reference/Required Element	Explanation of the barrier

Assistance Needs –

Please use this section to describe your needs for assistance and from whom you need assistance.

Law Reference/Required Element	Explanation of your assistance need	Assistance needed from whom?

REORGANIZATION PLAN
ALTERNATIVE ORGANIZATION STRUCTURE (AOS)

AOS NAME:

**Border Town Area Schools
(BTAS)**

Plan to Reorganize as an Alternative Organizational Structure.

School Administrative Units (SAUs) submitting:

MSAD #14, MSAD # 70, Orient, and Bancroft (hereinafter collectively referred to as "Member School Units").

Contact Information:

Robert McDaniel, Superintendent (MSAD # 70, Hodgdon) 532-3015

Richard Cote, Superintendent (MSAD #14, Orient, Bancroft) 448-2882

Date Submitted by SAUs: December 2, 2010

Proposed operational date: July 1, 2011

1. The Units of School Administration to be included in the Proposed

MSAD #14

MSAD #70

Orient

Bancroft

2. The Size, Composition and Apportionment of the Governing Body:

The Border Town Area Schools shall be governed by an Alternative Organizational Structure (AOS) School Board consisting of representatives of the School Boards of each of the Member School Units, Maine School Administrative District No. 14 (Danforth), Maine School Administrative District No. 70 (Hodgdon), Orient, and Bancroft.

The School Board of each Member School Unit located within the AOS shall choose from its membership the representatives to the AOS School Board to which that School Board is entitled as follows.

<u>Member School Unit</u>	<u>Number of Representatives</u>
MSAD #14	2
#70	7
Orient	1
Bancroft	1

3. The Method of Voting of the Governing Body:

The AOS school board shall use the weighted voting method. Until the next Federal Decennial Census, each member's voting power shall be proportionate to the population of that member's municipalities as shown below:

Member School Unit/Municipality	Population	% of Total Population of AOS	Weighted Vote per SAU	Number of AOS Board Members	Number of Votes per Board Member
Bancroft	58	.0128546	13	1	13
Orient	136	.0301418	30	1	30
MSAD #14	769	.1704343	170	2	85 x 2
MSAD #70	3549	.7865691	784	7	112 x 7
Total:	4512	100%	997	11	997

The weighted vote of each member of the AOS school board shall be adjusted after each Federal Decennial Census based on a total of 1,000 votes, plus or minus up to 5 votes for rounding purposes, to reflect the then current population of each Member School Unit in the AOS as a percentage of the total population of all municipalities in the AOS.

4. The Composition, Powers and Duties of Local School Boards:

- a) Local School Boards. The composition, powers, and duties of the school boards of the member school units shall remain unchanged except as specifically modified by the attached Interlocal Agreement or as otherwise provided in this plan.

5. The Disposition of Real and Personal School Property:

All real and personal property interests, including without limitation, land, buildings, other improvements to realty, easements, option rights, first refusal rights, and purchase rights, and all fixtures, shall remain the property of each Member School Unit except for central office equipment that will be transferred to the AOS.

6. The disposition of existing school indebtedness and lease/purchase obligations if the parties elect not to use the provisions of Section 1506 regarding the disposition of debt obligation:

The indebtedness and lease/purchase obligations of the Member School Units will remain with them.

7. The assignment of school personnel contracts, school collective bargaining agreements and other school contractual obligations:

a) School Personnel Contracts

- i) AOS System Office. The personnel contracts that will transfer to the AOS from the Member School Units include: Central Office Administration, Administration of Transportation, Administration of Special Education, and Administration of business functions including accounting, reporting, payroll financial management, purchasing, insurance and auditing. All other personnel contracts and school contractual obligations will remain with each member unit. The duties and assignments of all System Office personnel shall be determined by the superintendent or his/her designee consistent with the policies of the AOS Board and may be full or part time including combining of two or more positions.

- b) Collective Bargaining Agreements. Member School Units currently are subject to the following collective bargaining agreements:

<u>SAU</u>	<u>Positions Included in Bargaining Unit</u>	<u>Next Termination Date</u>
MSAD #14	Teachers	August 31, 2011
MSAD #14	All Support Staff	June 30, 2011
MSAD #70	Teachers	June 30, 2011
MSAD #70	Bus Drivers	June 30, 2011

Collective bargaining agreements to which Member School Units are a party shall be retained by the existing Member School Units and will not be transferred to the AOS.

Pursuant to State law, a special task force will be created by the AOS Board by October 1, 2011 which will include representatives from each Member School Unit and others as needed. The task force will review all collective bargaining and create a plan

that will provide for consistent collective bargaining agreements in the Border Town Area Schools AOS by 2015. Consistency will not be understood to mean equal salaries and benefits. The plan will be submitted to the Local School Boards for approval.

The Superintendent and/or his /her designee will fulfill the designated function of collective bargaining agreement administrator on behalf of the Member School Units to the AOS during the transition process.

8. The disposition of existing school funds and existing financial obligations, including undesignated fund balances, trust funds, reserve funds, and other funds appropriated for school purposes.

All existing school funds and existing financial obligations of the Member School Units will remain with them.¹

9. A transition plan that addresses the development of a budget for the first school year of the reorganized unit and interim personnel policies.

The MSAD #14, MSAD #70, Orient, and Bancroft school boards will jointly prepare a proposed AOS budget for Fiscal Year 2012 that will allow for a smooth transition of administration lines from the Member School Unit budgets to the AOS budget in the event that the AOS plan is approved. The plan will be presented to the Border Town Area Schools AOS Board for their revision and approval at their first meeting.

a) Transition Plan for Personnel Policies.

Present MSAD #14 personnel policies shall serve as the interim policies for the AOS Central Office personnel until the AOS Board establishes its own policies. All other personnel policies will be governed by their Member School Unit's policies.

¹ The formation of an AOS will eliminate an estimated total cost of \$123,000 in penalties for all Member School Units.

10. Documentation of the public meeting or public meetings held to prepare or review the reorganization plan.

Prior to the decision of MSAD #14, MSAD #70, Orient, and Bancroft to form an AOS, all of those school administrative units were involved in discussions with CSD #9, MSAD #25, and MSAD #29 to form an RSU. This effort was turned down by all communities at a referendum vote in November 2008. Upon rejection of the RSU plan, MSAD # 70 and MSAD #14 began discussions in December 2008 with CSD #9 and MSAD #25 to form an AOS. This effort was again turned down by voters at a referendum vote in January 2009, by MSAD #70, MSAD #14, and CSD #9, but was passed by voters of MSAD #25.

The Reorganization Planning Committee met on 10/19/2010, 11/04/10, and 11/09/10 to review the Plan. The agenda and minutes of these meetings are attached to this Plan as Exhibit B. A public hearing will be held in each of the four school units in the proposed Border Town Area School AOS region to explain the Reorganization Plan prior to the referendum vote.

11. An explanation of how units that approve the reorganization plan will proceed if one or more of the proposed member of the regional school unit fails to approve the plan.

If the School Reorganization Plan which incorporates the attached Interlocal Agreement is approved by voters of MSAD #70 and MSAD #14, the attached Interlocal Agreement shall become operative and the Alternative Organization Structure (AOS) shall be formed with those Member School Units that voted to approve the Reorganization Plan. If the reorganization Plan is approved by MSAD #70 and MSAD #14, but not by the voters of all of the Member School Units, then this Reorganization Plan and the attached Interlocal Agreement shall become effective, but only with respect to those Member School Units which have voted to approve the School Reorganization Plan. The AOS school board and the Commissioner of Education shall approve any changes to this Reorganization Plan and the Interlocal Agreement necessary to remove any Member School Units that fail to vote in favor of the School Reorganization Plan. If the School Reorganization

Plan is not approved by MSAD #70 and MSAD #14, the School Reorganization Plan and the Interlocal Agreement shall not become operative and the AOS shall not be formed. If the Reorganization Plan does not become operative, the School Departments shall re-start the process to form an AOS or a regional school unit with the same or other school administrative units and may seek assistance from the Department of Education to develop another Reorganization Plan.

12. An estimate of the cost saving to be achieved by the formation of a regional school unit and how these savings will be achieved.

Central Office clerical positions will remain the same from 2011/2012 to 2012/2013.

The Central Office staff contracts transferred to the AOS are:

- * 1 Superintendent, MSAD #70 (contract expires 6-30-2012)
- * 1 Superintendent, MSAD #14 (contract expires 6-30-2011)
- * 1 Special Ed Director, MSAD #70 (contract expires 6-30-2011)
- * 1 Special Ed Director, MSAD #14 (contract expires 6-30-2011)
- * 1 Bookkeeper, MSAD #70 (contract expires 6-30-2012)
- * 1 Bookkeeper, MSAD #14 (contract expires 6-30-2011)
- * 1 Special Ed Secretary, MSAD # 70 (contract expires 6-30-2012)
- * 1 Special Ed Secretary, MSAD #14 (contract expires 6-30-2011)
- * 1 Administrative Assistant, MSAD #70 (contract expires 6-30-2012)
- * 1 Administrative Assistant, MSAD #14 (contract expires 6-30-2011)
- *contracts that will be negotiated and approved by the AOS board

Due to the size of both central offices, it is the recommendation of the RPC committee to keep both offices open. One office will operate as a Special Ed office under the supervision of the Superintendent of Schools. The second office will be the AOS Central Office.

Anticipated savings per district for FY 2011 – 2012 are as follows:

District	Anticipated Cost Savings
MSAD #70	\$2,439.89
MSAD #14	\$14,207.30
Orient	\$8,076.80
Bancroft	\$14,051.83
Total	\$38,775.82

In the year FY 2012 -2013 the AOS board will set a goal to find an additional 5% in cost savings.

13. Termination of AOS. Unless otherwise provided by law, the AOS may be terminated upon approval by a two-thirds majority of the full membership of the AOS board and thereafter, approval by a majority of the Member School Units, each acting through a meeting or referendum of its voters.

14. Withdrawal from AOS. Any Member School Unit shall have the authority to withdraw from the AOS at the beginning of any fiscal year provided that such withdrawal is approved by the withdrawing Member School Unit at a referendum of its voters conducted more than sixty days prior to the beginning of that fiscal year.

15. Amendments to Reorganization Plan. This Reorganization Plan may be amended upon a two-thirds vote of the full membership of the AOS school board, approval by the school board of each Member School Unit, and approval by each Member School Unit at a meeting or referendum of its voters. Approved amendments shall be submitted to the Commissioner of Education for filing with the Secretary of State.

16. Joinder of Additional Member School Units. Subject to approval by the Commissioner of Education, a school administrative unit may join this Interlocal Agreement and the AOS as a Member School Unit upon two-thirds vote of the full membership of the AOS school board, approval by the school boards of each Member School Unit and the school board of the school administrative unit proposing to join the AOS, and a favorable referendum vote in each Member School Unit and in the school administrative unit proposing to join the AOS. Prior to calling the referendum votes in the Member School Units, the school administrative unit proposing to join the AOS shall agree in writing to assume responsibility for the cost

of conducting the referendum in each Member School Unit regardless of the final outcome of the referendum.

17. Other matters determined to be necessary.

- a) Assets and Liabilities. The MSAD #14, MSAD #70, Orient, and Bancroft School Departments will retain any assets and liabilities related to its prior SAU status.
- b) Instructional Impact. The implementation of this plan will have no adverse impact on the instructional program of any school in any of the Member School Units.
- c) Tuition Contracts and School Choice
 - i) Tuition Contracts. The Town of Orient currently pays tuition to M.S.A.D. No. 70 for all of its students. The Town of Bancroft's students have choice as to which school administrative unit they would like to attend. School choice will be preserved in accordance with applicable law.
- d) Claims and Insurance. Continuity of insurance shall be maintained with the assistance of counsel.
- e) Plan for Consistent Collective Bargaining Agreements. Pursuant to State law, a special task force will be created by the AOS Board by October 1, 2011 which will include representatives from each Member School Unit and others as needed. The task force will review all collective bargaining and create a plan that will provide for consistent collective bargaining agreements in the Border Town Area Schools AOS by 2015. Consistency will not be understood to mean equal salaries and benefits. The plan will be submitted to the Local School Boards for approval.

f) Incorporation of Interlocal Agreement. The Interlocal Agreement for the creation of the AOS, attached to this Plan as Exhibit A, is expressly incorporated into and made part of the Plan.

g) Cost Sharing of AOS Budget.

- a) The Member School Units shall share the local costs of the AOS central office budget on the basis of the average subsidizable student population of the Member School Units as measured on April 1 and October 1 of the three most recent calendar years.
- b) The method of cost-sharing of AOS costs may be amended upon approval by the school board of each Member School Unit and approval by each Member School Unit at a meeting or referendum of its voters.
- c) No later than October 31, 2011, the AOS school board shall establish a subcommittee to review the cost sharing arrangement and shall recommend any necessary changes no later than December 31, 2011.

Exhibit A

Interlocal Agreement for Alternative Organizational Structure 30-A M.R.S.A. Chapter 115

Agreement made as of November __, 2010 between MSAD #14, a Maine school administrative unit acting by and through its governing body, MSAD #70, a Maine school administrative unit, acting by and through its governing body, Orient, a municipal school unit, acting by and through its governing body, and Bancroft, a municipal school unit acting by and through its governing body

WHEREAS, subject to certain conditions of approval, the Member School Units intend to form an Alternate Organizational Structure (hereinafter "AOS") within the meaning of 20-A M.R.S.A. §1, sub-§26(c) and 20-A M.R.S.A. §1461-B for administration of certain aspects of their respective school systems; and

WHEREAS, the Member School Units intend to share services with respect to system administration, transportation administration, special education administration, professional development and administration of business functions including accounting, reporting, payroll, financial management, purchasing, insurance, and auditing; and

WHEREAS, the Member School Units propose to adopt a core curriculum, procedures for standardized testing and assessment aligned with the system of learning results, a plan for consistent school policies and school calendars, and a plan for consistent collective bargaining agreements; and

WHEREAS, the Member School Units intend to work together to identify additional areas where they may be able to achieve cost savings and/or enhanced educational programming and opportunities for students; and

WHEREAS, the Member School Units are public agencies of the State of Maine within the meaning of Chapter 115 of Title 30-A of the Maine Revised Statutes; and

WHEREAS, 30-A M.R.S.A. §2203 provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Maine may be exercised jointly with any other public agency of the State of Maine by means of an Interlocal Agreement;

NOW, THEREFORE, subject to certain conditions of approval as stated in Paragraph 18 hereof, the Member School Units enter into an Interlocal Agreement pursuant to Title 30-A M.R.S.A. Chapter 115 as follows:

1. Purpose. The purpose of this Interlocal Agreement is to reorganize the Member School Units into an Alternate Organizational Structure ("AOS") in order to achieve to goals of Maine's School Reorganization Law, PL 2007, Ch. 240 as amended, including enhanced student educational achievement and greater efficiency in the administration of public school programs.
2. Reorganization Plan for an AOS. The Member School Units have formed a Reorganization Planning Committee (hereinafter "RPC") for the purpose of developing a school reorganization plan for an AOS pursuant to Maine's School Reorganization Law (hereinafter "School Reorganization Plan"). The Member School Units agree to work with the RPC to develop a School Reorganization Plan for an AOS which can be submitted to the Commissioner of Education for approval and then submitted to the voters for approval at referendum in accordance with Maine's School Reorganization Law.
3. Creation of Legal and Administrative Entity. The inhabitants of and the territory within the Member School Units is hereby created as a body politic and corporate under the name of Border Town Area Schools (hereinafter "BTAS"). BTAS is an Alternative Organizational Structure within the meaning of 20-A M.R.S.A. §1, sub-§26(c) and 20-A M.R.S.A. §1461-B, a school administrative unit within the meaning of 20-A M.R.S.A. §1(26) and 30-A M.R.S.A. §2252, a quasi-municipal corporation within the meaning of 30-A M.R.S.A. §2351(4), a public agency within the meaning of 30-A M.R.S.A. Chapter 115, and a political subdivision within the meaning of 14 M.R.S.A. Chapter 741, §8102(3), and it shall have all other governmental authority and immunity as may be provided by any other applicable law.

4. AOS School Board. The Border Town Area Schools AOS established pursuant to this Interlocal Agreement shall be governed by an AOS school board comprised of representatives of each Member School Unit as follows:

<u>Member School Unit</u>	<u>Number of Representatives</u>
MSAD # 70	7
MSAD #14	2
Orient	1
Bancroft	1

The AOS school board shall use the weighted voting method. Until the next Federal Decennial Census, each member's voting power shall be proportionate to the population of that member's municipality as shown below:

Member School Unit/Municipality	Population	% of Total Population of AOS	Weighted Vote per SAU	Number of AOS Board Members	Number of Votes per Board Member
Bancroft	58	.0128546	13	1	13
Orient	136	.0301418	30	1	30
M.S.A.D. No. 14	769	.1704343	170	2	85 x 2
M.S.A.D. No. 70	3549	.7865691	784	7	112 x 7
Total:	4512	100%	997	11	997

The weighted vote of each member of the AOS school board shall be adjusted after each Federal Decennial Census based on a total of 1,000 votes, plus or minus up to 5 votes for rounding purposes, to reflect the then current population of each municipality in the AOS as a percentage of the total population of all municipalities in the AOS.

A quorum of the AOS school board shall consist of a majority of the members and a majority of the weighted votes.

The school board of each municipality in the AOS shall decide the method by which the member representatives to the AOS school board shall be chosen. Any vacancy on the AOS school board shall be filled by the appointing school board.

Subject to the effectiveness of this agreement, the AOS school board shall be established no later than July 1, 2011.

5. School Systems of Member School Units. Within each of their respective jurisdictions, Member School Units are currently responsible for operation of the following school grades:

Member School Unit	Grades
MSAD #14	Operates grades Pre-K through 12
MSAD #70	Operates grades Pre-K through 12
Orient	Tuitions all Pre-K through 12 Students
Bancroft	Tuitions all Pre-K through 12 Students

6. Powers, Authority and Responsibilities. There shall be an AOS central office under the direction and control of the AOS school board serving all of the Member School Units. The AOS central office shall include a superintendent and shall provide for business management, transportation administration, special education administration, and curriculum coordination. The respective powers and duties of the AOS school board and superintendent of schools shall be governed by State law.

The AOS school board shall be responsible for overseeing system administration, administration of business functions (including accounting, reporting, payroll, financial management, purchasing insurance and auditing) and development and maintenance of a core curriculum and procedures for standardized testing and assessment aligned with the system of Learning Results for all of the Member School Units in the AOS.

The AOS school board shall adopt consistent school policies and consistent school calendars in conjunction with the school boards of the Member School Units. The AOS

school board will adopt a plan for consistent collective bargaining agreements within the AOS. Pursuant to State law, a special task force will be created by the AOS Board by October 1, 2011 which will include representatives from each Member School Unit and others as needed. The task force will review all collective bargaining and create a plan that will provide for consistent collective bargaining agreements in the Border Town Area Schools AOS by 2015. Consistency will not be understood to mean equal salaries and benefits. The plan will be submitted to the Local School Boards for approval.

More specifically, in furtherance and not in limitation of the powers and responsibilities of the AOS school board as described above, the powers, authority and responsibilities of the AOS school board shall include the following:

- a. Oversee the operation of the AOS central office;
- b. Annually develop and obtain voter approval for the AOS Central Office budget;
- c. Apportion to each Member School Unit its share of the AOS budget in accordance with the AOS cost sharing formula;
- d. Oversee central office business services, including accounting, reporting, payroll, financial management, insurance purchasing, and auditing for the Member School Units;
- e. Accept and oversee the administration of balances, carryover funds or general reserves as provided in the Reorganization Plan and oversee the expenditure of other reserve funds as approved through the AOS budget process and as permitted by applicable law;
- f. Own or lease and oversee management of AOS central office property and equipment;

- g. To the extent permitted by law, authorize and oversee administration of construction and renovation projects or any part of such projects that pertain to the AOS central office;
- h. To the extent permitted by law, assume and incur debt or obtain other financing for the AOS central office, in addition to the authority of one or more Member School Units to incur debt for that purpose;
- i. Oversee administration of federal, state, and other grants not overseen by the school boards of the Member School Units;
- j. Oversee filing of all required state and federal reports for the AOS and the Member School Units;
- k. Employ AOS central office personnel and administrators and oversee administration of their wages, hours, and working conditions;
- l. Oversee the supervision and evaluation of and adopt policies applicable to AOS central office employees;
- m. Prepare and implement a plan for consistent collective bargaining agreements in conjunction with the school committees of the AOS Member School Units;
- n. Oversee and maintain a consistent Pre-K-12 core curriculum for Member School Units and procedures for standardized testing and assessment aligned with the system of learning results;
- o. Adopt consistent school policies in conjunction with the school committees and school boards of the AOS Member School Units;

- p. Administer and operate the transportation systems for all schools in the AOS and administration of bus purchases and debt repayment for the AOS Member Units as directed by the local boards;
- q. Oversee administration of the bookkeeping and reporting requirements for school lunch programs for the AOS Member School Units;
- r. Accept and oversee expenditure of gifts to the AOS central office;
- s. Adopt a consistent, but not identical, school calendar for the AOS and Member School Units;
- t. Oversee contracts and lease agreements relating to the AOS central office;
- u. Distribute state subsidy among the Member School Units as separate and district entities in accordance with the subsidy distribution method described in paragraph 10;
- v. Oversee administration of this Interlocal Agreement and, as deemed necessary from time to time, propose amendments to this Interlocal Agreement for approval by the Member School Units in accordance with paragraph 15;
- w. Authorize the superintendent of schools, subject to such limitations as the AOS school board may in its discretion determine, to designate one or more employees of the AOS or Member School Units with administrative certification from the State of Maine to attend meetings of the school boards of the AOS and Member School Units in place of the Superintendent of Schools.

7. Other Educational Improvements and Cost Savings. The AOS and the Member School Units shall work together in a cooperative manner under the leadership of the

AOS school board and the superintendent of schools to identify and implement additional measures to improve student achievement and create efficiencies in the delivery of educational services within and among the Member School Units in the AOS.

A particular area of consideration will be existing shared services with regional partners. No later than October 31, 2011, the AOS school boards shall create a subcommittee to complete a review of all existing contracts for shared services with regional partners. This subcommittee shall report back to the AOS school board with recommendations for possible efficiencies to be found through the shared services contracts process by no later than December 31, 2011.

8. Budget Adoption Procedures. The AOS school board shall develop each year an annual budget for the AOS which shall be submitted to an AOS budget meeting of the voters of all of the Member School Units prior to calling the budget meetings of the Member School Units. The AOS budget meeting shall be conducted in accordance with the summary cost center budget format, to the extent applicable to the AOS budget, and the budget meeting procedure applicable to a regional school unit, except that the duties of the regional school unit board shall be performed by the AOS school board. The AOS budget must be approved by a majority of all the voters from AOS Member school units at the AOS budget meeting, not by a majority of the voters from each Member School Unit. Following adoption of the AOS budget at the AOS budget meeting, the AOS school board shall notify the Member School Units of their respective shares of the AOS budget as approved at the AOS budget meeting calculated in accordance with the cost sharing method in paragraph 9. The school board of each Member School Unit in the AOS shall then develop its own school budget, including its share of the AOS budget, and submit it to the voters of that Member School Unit for approval in accordance with applicable law. The AOS shall not have taxing power and the allocation of AOS costs to each Member School Unit under the cost sharing method in paragraph 9 shall not constitute the assessment of a tax. The Member School Units shall be solely responsible for raising taxes to pay their respective shares of the AOS budget. Each Member School Unit's share of the AOS budget shall be paid to the AOS as a contractual obligation under the terms of this Interlocal Agreement.

9. Cost Sharing of AOS Budget.

- a) The Member School Units shall share the costs of the AOS budget on the basis of the average subsidizable student population of the Member School Units as measured on April 1 and October 1 of the three most recent calendar years.
- b) The method of cost-sharing of AOS costs may be amended upon approval by the school board of each Member School Unit and approval by each Member School Unit at a meeting or referendum of its voters.
- c) No later than October 31, 2011, the AOS school board shall establish a subcommittee to review the cost sharing arrangement and shall recommend any necessary changes no later than December 31, 2011.

10. Distribution of State Subsidy. The AOS shall distribute state subsidy received by the AOS to each Member School Unit in the amount calculated and reported for that Member School Unit by the Maine Department of Education. Based on recognizing the AOS member entities as separate discrete school administrative units for the purposes of 20-A M.R.S.A., Chapter 606-B and in accordance with 20-A M.R.S.A., Section 1461-B, § 4, the member entities shall provide any separate discrete data that is necessary for the Department of Education to perform calculations.

11. Real Estate and Personal Property. All real and personal property belonging to Member School Units shall remain the property of those Member School Units. Any personal property acquired for the operation of the AOS central office shall be owned by the AOS.

12. School Closing. The closing of a school within a Member School Unit in the AOS shall be determined by the governing body and voters of that Member School Unit in accordance with applicable law. The AOS school board and the voters of the AOS shall have no authority to close a school within a Member School Unit.

13. Termination of Interlocal Agreement. Unless otherwise provided by law, this Interlocal Agreement may be terminated upon approval by a two-thirds majority of the full

membership of the AOS board and thereafter, approval by a majority of the Member School Units, each acting through a meeting or referendum of its voters.

14. **Withdrawal from Interlocal Agreement.** Any Member School Unit shall have the authority to withdraw from the AOS at the beginning of any fiscal year provided that such withdrawal is approved by the withdrawing Member School Unit at a referendum of its voters conducted more than sixty days prior to the beginning of that fiscal year.
15. **Amendments to Interlocal Agreement.** This Interlocal Agreement may be amended upon a two-thirds vote of the full membership of the AOS school board, approval by the school board of each Member School Unit, by approval of each Member School Unit at a meeting or referendum of its voters. Approved amendments shall be submitted to the Commissioner of Education for filing with the Secretary of State.
16. **Joinder of Additional Member School Units.** Subject to approval by the Commissioner of Education, a school administrative unit may join this Interlocal Agreement and the AOS as a Member School Unit upon two-thirds vote of the full membership of the AOS school board, approval by the school boards of each Member School Unit and the school board of the school administrative unit proposing to join the AOS, and a favorable referendum vote in each Member School Unit and in the school administrative unit proposing to join the AOS. Prior to calling the referendums in Member School Units, the school administrative unit proposing to join the AOS shall agree in writing to assume responsibility for the cost of conducting the referendum in each Member School Unit regardless of the final outcome of the referendum.
17. **Duration.** This Interlocal Agreement shall remain in effect from the date that the AOS becomes operational until this Agreement is terminated pursuant to Paragraph 13.
18. **Conditions of Approval.** The approval of this Interlocal Agreement by the governing body of each Member School Unit is contingent upon and subject to 1) submission of a School Reorganization Plan for an AOS which incorporates this Interlocal Agreement to the Commissioner of Education by the governing body of that Member School Unit, 2) approval of that School Reorganization Plan by the

Commissioner of Education, and 3) approval of that School Reorganization Plan by the legislative body of that Member School Unit at referendum in accordance with this paragraph. This Interlocal Agreement shall not become effective, and the AOS shall not become operational, with respect to any Member School Unit whose governing body fails to submit the School Reorganization Plan for an AOS to the Commissioner of Education nor with respect to any Member School Unit if the legislative body of that Member School Unit fails to approve the School Reorganization Plan incorporating this Interlocal Agreement.

This Interlocal Agreement shall not become effective with respect to any Member School Unit unless the School Reorganization Plan which incorporates this Interlocal Agreement is approved at referendum of the legislative body of that Member School Unit and by the legislative bodies of both M.S.A.D. No. 70 and M.S.A.D. No. 14. If the School Reorganization Plan is approved by the voters of M.S.A.D. No. 70 and M.S.A.D. No. 14, but not by the voters of all of the Member School Units, then this Interlocal Agreement and the Reorganization Plan shall become effective, but only with respect to those Member School Units which have voted to approve the School Reorganization Plan. The AOS school board and the Commissioner of Education shall approve any changes to this Interlocal Agreement and the Reorganization Plan necessary to remove any Member School Units that fail to vote in favor of the School Reorganization Plan.

19. Filing of Agreement. Before becoming effective, this agreement shall be filed with the Secretary of State, the clerk of each municipality within the AOS, and the secretary of each Member School Unit within the AOS.

20. Miscellaneous Provisions.

- a. This Agreement shall be construed and enforced in accordance with the laws of the State of Maine.
- b. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- c. This Agreement constitutes the entire Agreement between the parties, supersedes all prior negotiations and understandings among them and shall not be altered or amended except as provided herein.

- d. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall constitute one and the same instrument.
- e. The headings in this Agreement are for convenience of reference only and shall not affect in any manner any of the terms and provisions hereof.
- f. Border Town Area Schools is a temporary name to be replaced by a more permanent name to be decided at a later date by the AOS school board after consultation with the students in the Member School Units.

WITNESS:

Maine School Administrative District No. 14

Richard R. Clot

BY:

Susan Shain

Susan Shain, Its Chair

Board of Directors

Date: 11/17, 2010

WITNESS:

Maine School Administrative District No.70

Lori Serentine

BY:

Estela Lane

Estela Lane, Its Chair

Board of Directors

Date: 11/16, 2010

WITNESS:

Orient School Department

Richard R. Clot

BY:

Julie Bartlett

Julie Bartlett, Its Chair

Orient School Board

Date: 11/16, 2010

WITNESS:

Bancroft School Department

Richard R. Clot

BY:

Mary Ballanger

Mary Ballanger, Its Chair

Bancroft School Board

Date: 11/17, 2010

WITNESS:

APPROVED PURSUANT
TO 30-A M.R.S.A. §2205

Quincy Pook

BY:

Angela Faherty

Angela Faherty
State of Maine

Commissioner of Education

Date: 12-1-2010, 2010

Regional Planning Committee Meeting MSAD # 14 & MSAD #70

MSAD # 14 School Cafeteria
October 19, 2010

MINUTES

Facilitated by: Bob McDaniel, Superintendent, MSAD #70 and Richard Cote, Superintendent MSAD #14

Committee in Attendance: Darlene Theriault, Lauren Asselin, Angela Howland, Dale Foley Sr, James Griffin, Mary Ballanger, Julie Bartlett, Brent Conley, Loree Ross, Maurice House, Ardis Brown

Others: Lori Lenentine, the audience was made up of several members of the public from MSAD #14

Call meeting to order at 6:00 PM

Richard began meeting by explaining that Bob had called the previous week to ask if MSAD #14 was still interesting in forming an AOS. In speaking with Loree Ross, Chairperson of Union 108, he confirmed that there is still interest in proceeding.

Bob then asked everyone to introduce themselves. He then suggested discussing how to proceed with forming the AOS and talked about the penalties both districts face for being non-conforming units, explaining that forming an AOS is nothing more than sharing a Central Office. An AOS board is then formed; the AOS board then hires a Superintendent. The AOS board oversees only the things that happen in the Central Office. The local school boards still maintain control of the individual school districts. The AOS board does not influence the local school boards. Each district still puts together their own budgets, still runs their own schools, and still receives individual 279 Reports from the State. The AOS Board puts together a budget for the Central Office, once this is passed it is sent down to the local boards to pass then it is added into each local budget.

Bob references a sample plan he handed out for the Fayetteville/Winthrop AOS. These plans can be found on the state website www.maine.gov. He picked this particular plan because the sizes of the two districts were similar to MSAD #14 and MSAD #70. He suggests if the plan is to go forward with forming an AOS, a plan would need to be submitted to the State by November 29th in order for it to go to referendum vote by January 31, 2011. This is date for it to be passed in order to eliminate the penalties for the 2011-2012 school year. In speaking with Norm Higgins from the Department of Education, he was told there was no guarantee of eliminating penalties for the 2011-2012 if the AOS plan is passed after the January 31st date. The plans are pretty simple and could be put together in 2-3 meetings because they involve only the Central Offices. Most districts have downloaded copies of other approved plans and tailored them to fit their districts. When it is completed it can be sent to Drummond-Woodsum for review before sending to the State for approval. Bob recommended if the plan is to move forward that there be two chair-people elected to serve as contacts for the State and to chair the meetings.

A question was asked about the time if July 1st was the deadline to be operational. Bob replied that it is, but first there must be a Letter of Intent sent to the State from each districts involved. In his discussion with Norm Higgins, he doesn't see a problem with Commissioner approving it, but he can't speak directly for her. We would need to use enrollment figures from 2006, this would give us an enrollment of 732. Loree stated that if the Commissioner doesn't approve it there are no other options for either district.

Lauren asks if there was a question about the November and January dates, then clarifies that in order to have everything in place by July 1st the plan would need to be submitted to the State by November 30th for a referendum vote by January 31st. This would give the AOS time to elect a board and hire a Superintendent before the new fiscal year. Mr. Mc Daniel shared the information on the timeline he received from the State with these same dates. He stated there has to be time to get warrants ready for referendum and hold public hearings in order to go to vote by January 31st. If the voters approve an AOS by that date, then the districts are considered consolidated and their penalties will be gone and the organization for the AOS will begin in order to be up and running on July 1, 2011.

Bob states the very first step in submitting a Letter of Intent to let the State know the districts are in discussions to form an AOS. A Letter of Intent doesn't hold either district to anything.

Maurice asks about the basic organizational structure. Do the principals stay in their different schools, but answer to the Superintendent of the AOS? Bob confirms. Maurice then asks how the AOS board is formed. Bob states that the school boards stay in place as they are for each district, but that the AOS board is made up of members from each of the school boards. When the plan is formed we will need to decide how many members from each district will be on the AOS board. This would be based on student population as is the amount each district pays for the Central Office. Weighted votes are also determined by student population.

Bob states the first thing that needs to be decided is if we want to proceed. He informed the group that each Board needs to submit a letter of intent and that pending decision of those boards MSAD #70 is ready to submit their letter. The other Boards decide to hold meetings the following week to get their votes. Bob explains that he brought Lori to take notes and document all meetings, as all documentation needs to be submitted as part of the AOS plan.

Until the other boards approve, if the group would like to continue working tonight they can elect two chairs and begin looking at the sample plan and making necessary changes. Julie asks if there are any figures for costs. Bob hands out a worksheet based on figures from 2009-2010, showing the possible cost to each district also based on student population.

Jim Griffin asks about the projected differences, inquiring as to those meaning the reduction of one Superintendent. Bob agrees. Jim then states that the difference will not be seen until individual contracts expire, as these have to be honored. The contracts would be the Superintendent, Special Ed Director, Business Manager, Bookkeepers. When AOS board would need to decide how they would go about filling the positions for when the contracts expire.

A question came from the audience about how the Superintendent's time would be split between the two districts. Bob replies that the time would be split fairly between the two districts based on the need for each depending on what is going on at the time.

Richard asks if the next step is to have individual board meetings to decide on the Letters of Intent. Bob suggests that while everyone is together they should elect the chairs to head the meetings and produce agendas for future meetings. Also while everyone is there they could start reviewing the sample plan and make changes needed to

be made to fit the two districts. It is decided that Lauren Asselin and Loree Ross will be co-chairs.

There is a question about transportation being part of the consolidation. Bob explains that the Transportation Director in MSAD #70 is a stipend position, so while some of the plans call for it to be included; the positions for both districts could remain as they are, but purchasing supplies and repairs could be combined.

Bob asks when the next board meetings are for the MSAD #14 boards. Richard says they can call short meetings the following week to vote on the Letters of Intent. Bob says one of the first things to be decided is a name for the AOS. Discussions continue on adapting the sample plan to the MSAD #14 & MSAD #70.

A question came from the audience about the location of the Central Office. Bob states that is a decision the AOS Board will have to make, but it doesn't have to be decided before July 1st. He also states that it is his belief that both offices can be kept open if the AOS Board decides to keep them. The discussion turned to what other districts have done.

Another question came from the audience about how the voting will work on the AOS board. Lauren explains that the AOS Board only controls the Central Office and the each district keeps their individual boards that still control their own district. The question goes back to the location of the central office being in the bigger district due to the majority of votes being for MSAD # 70. Bob explains that the AOS Board can make a recommendation, but because the individual districts pay for a portion out of their budgets they have to vote to approve before the decision is final. He then says he will call Drummond-Woodsum for clarification.

More questions came from the audience about how the budgets are voted on. Bob will also get clarification on this from Drummond-Woodsum. Jim explains that the weighted vote is difficult for people to understand, but it considered an important aspect of any consolidation.

The discussion turns to the dissolution of the individual unions. Clarification is made that each entity keeps their individual local boards, the SAD's stay the same, they just combine the Central offices of the SAD's to form the AOS and each local board sends people to represent them on the AOS Board.

A question comes from the committee about removing wording from the plan about needing approval from the Commissioner of Education to dissolve and AOS. It was recommended by other Superintendents who have already consolidated to leave this wording out, but Bob will get a legal opinion on this subject too.

Richard suggests setting the next meeting date. Bob will talk to Dick Spencer at Drummond-Woodsum to get legal clarification on the questions brought forward.

There is a question about how a Special Ed director will be appointed. Bob explains that the AOS board will make that decision once it is formed the same way they will have to decide how they will appoint their Superintendent and other personnel. Another question was asked about loss of jobs. Bob explains that the first few years they will need everyone and that maybe the AOS board will re-evaluate after a few years if they need to keep both central offices open and decide then what they need for personnel to continue operating.

Next meeting will be held November 4, 2010 at 6 p.m. in Hodgdon.

Meeting adjourned at 7:51 p.m.

Respectfully submitted,

Lori Lenentine

Regional Planning Committee Meeting
MSAD # 14 & MSAD #70

MSAD # 70 High School Commons
November 4, 2010

MINUTES

Facilitated by: Lauren Asselin, SAD #70 and Loree Ross, SAD #14

Committee in Attendance: Richard Cote, Robert McDaniel, Loree Ross, Cynthia Doane, Lauren Asselin, Estela Lane, Angela Howland, James, Griffin, Darlene Theriault

Others: Lori Lenentine, the audience was made up of several members of the public from MSAD #14 and MSAD #70

Call meeting to order at 6:00 PM

All Committee members introduce themselves.

Public Comment - Lauren asks for public comments. Mr. Berta asks if there will be time at the end of the meeting for public questions. The committee agrees that there will be.

Letters of Intent - Bob informs the group that all Letters of Intent have been received by the State and the State has approved them. He then explains that Letters of Intent are non-binding. They only mean that the two districts are looking into consolidating.

Questions from last meeting - Bob reports back.

1. Does there need to be only one central office and if so when?

No. The AOS can keep both central offices open if they choose. In speaking with other Superintendents who have formed AOS's and they have one office for the Superintendent and a separate office for Special Ed. It can be split up any way the AOS board chooses it can be written in the AOS plan.

2. How does the approval process for the AOS budget work?

The AOS prepares the budget. Once they prepare the budget it goes to a budget meeting. If it is passed at the budget meeting that is the AOS budget, it then goes to each district. They pay their percentage based on their population.

The question is asked about how the first year budget is established to be in place by the beginning date? Bob replies that if the AOS is approved at a public vote in January, each board will appoint members to put the budget together so be in place by July 1st. If the AOS isn't approved to be in place by July 1st, then the two superintendents would have to put the budget together.

3. Does the Commissioner have to approve amendments or termination of the Interlocal Agreements? Can the "by approval of the Commissioner of Education" phrasing be left out of AOS agreement?

In talking to Dick Spencer he referred Bob to the Ashland/Allagash plan in which there was no mention of the Commissioner at all. The wording in that plan is that the AOS board can approve to dissolve then the vote goes to the voters in a referendum and if it is passed the AOS will be dissolved.

Weighted Votes - Lauren reviews the AOS plan showing the breakdown of the weighted votes, based on population. Bob relays that the weighted vote breakdown was put together by Dick Spencer of Drummond-Woodsum using the census figures.

Central Office Cost Sharing - Bob explains that this works the same way as the weighted vote in that it is based on population.

The Plan - Lauren explains that at the previous meeting the committee went through the plan and question that were raised were discussed. Bob explains that in the plan there are a lot of blank spaces. These are where the name of the AOS will go when it is decided on. This can be temporary until the plan is passed then the name can be changed if the AOS board decides to put it out to the students the come up with a name.

Lauren asks the committee if they have any questions about the plan. Loree asks if the AOS has to agree to pay the teachers of both districts the same. Bob says no, the AOS

only controls the central office. Teacher contracts stay with each individual district. Any cost savings for the AOS comes strictly from combining the central offices and eliminating the penalties. Teacher contracts are negotiated by each board for their district only. The state recommends that at some point the districts could develop some similarities in their contracts but as far as salaries and benefits they are individual to each district.

Loree asks if both districts have similar core curriculums. Lauren states that the SAD #70 graduation requirements are different from the SAD #14 requirements. Bob says that the policies stay the same for each district. The central office is the only place policies would be different. SAD #14 policies stay the same as do SAD #70's.

Lauren asks for clarification on the AOS budget. Bob states that it goes to a budget meeting as in a public meeting as with the normal budget process. Once the public passes the AOS budget it then goes to each individual district for their portion to be added to their budget. An audience member asks who approves the AOS budget. Bob explains that the budget goes to a public hearing for the public to approve. It then becomes part of each district's budget based on the percentage set by population.

Bob explains that if this is the plan the committee agrees to go forward with, they will need to take it back to their boards to vote on. The boards have to vote to send the plan on to the state. If the boards choose to send the plan on to the State, the State then reviews the plan and makes any recommendations for changes if necessary. Then there need to be public hearings in order to educate the public. Once the public hearings are complete the plan then goes to referendum for a final vote.

Lauren suggests going through the plan again to review and answer any questions people might have.

There is a question asked about which district's personnel policies will be followed until the AOS board creates new policies for the central office only. It is decided that the MSAD #14 policies will be used in the interim.

There is a question from the audience about the school calendars needing to be the same due to the Harvest Break at SAD #70. It is pointed out that this is written in an ad about the AOS in the "Community News" from Danforth. Bob reads the ad which states that forming an AOS would not be in the best interest of SAD #14. Mr. House points out that there are two negative ads in the publication and the points they are trying to make

are not true. He states that there needs to be some education going on with the public to answer these questions and show the public the true facts.

Bob and Rick go back to the question about the consistent calendars. The calendars need to be consistent but not exact. These calendars are put together as a group by the Superintendents in the districts who share the Region II program. Each individual board approves their calendar.

Another question was about both districts having one set of policies. Bob replies that this isn't necessary. Each district keeps their individual policies. The AOS board does not dictate what each district has for policies. He reiterates that each district keeps local control and they only share a central office. The individual school boards remain intact and run their own educational systems. There is the option of making policies consistent for both districts and sharing some policies can be done, but it is not mandatory.

The next question is asked about sharing of Transportation administration. Does that include purchasing of buses? Bob answers that each district still has local control of its buses. The Transportation director position can be a stipend position paid to the "head" bus driver if the local board chooses to do that. As far as bus purchases that is a local decision, not an AOS board decision.

Bob states that as far as curriculum it is possible to work together on things both districts may have in common for staff development. The State recommends trying finding things both districts have in common that they can work together on. Rick states the both districts have to follow the State core curriculum. Staff development is just an option to share for bus drivers, teachers, etc. Estela suggests sharing and learning from each other some programs, but if both districts have things that work well for both, there is no need to change.

Lauren points out that the plan has a section specifically for bus purchases. It is clarified that this means paperwork for the purchase and payment would be handled by the central office. Wording was changed in the plan to reflect this and make the statement clearer.

Loree goes back to the "adopt a consistent school calendar" terminology. The wording is changed to say "adopt a consistent but not identical school calendar". Rick points out again that all districts have to follow the Region II calendar. Bob states that the State allows each district up to 9 days that are not consistent. SAD #70 files a harvest waiver in order to have that week off which has to be approved by the Commissioner.

The next question pertains to the section that says "the AOS will accept and oversee the expenditure of gifts to the AOS", what kind of gifts and what happens with them? Bob states an example of this would be a monetary donation to the AOS, this would stay with the AOS, but if it was a donation to one of the schools, it would stay with the school. Grants stay with the district that received them. However, a grant may be written to be shared by both districts.

There was a question about the lunch programs. Rick states these are federal programs over seen by the Superintendent, but procedures for how they are run will not change from the current status.

Clarification is asked for regarding shared services for both districts. Lauren states that it will be shared between the member school units under the leadership of the AOS Board and Superintendent. Bob reiterates again that the AOS Board cannot dictate to the individual school units, only work in partnership with them.

Bob points out that the AOS will be similar to the Union that SAD #14 is already a part of in the way that it works.

The next question was about funds received from the state. Each district gets a certain amount from the state based on their student count. This will remain the same for both districts based on the 279 report they receive from the state each year.

The topic of school closures was touched on. It was stated that a school closure must be decided on and voted on by the individual districts with final say coming in the form of a referendum vote from tax payers in that district.

Another question asked was about the positions listed in the plan. Are they all going to constitute the make-up of the Central Office? Estela explains that those are existing contracts which have to be honored. Rick states that his contract expires in June 2011 and will not be renewed therefore eliminating one of the Superintendent positions. Bob explains it's up to the AOS board if they wish to keep two Superintendents for the first year until everything is in place. It can be written into the plan however the committee wants to write it, as long as the contracts are honored until their expiration dates. Loree points out that all SAD #14 contracts expired in June 2011. It is then asked if the districts will need more than one Superintendent for the first year. Estela says it's up to the AOS board to choose and hire a Superintendent, but that other districts have kept

more than one due to district size. It does need to be decided before the plan is final and sent to the State. In talking to other Superintendents who have been through this process, Bob says they recommended keeping all clerical staff in place for the first two years due to the amount of work that will need to be done. After a few years the AOS Board may decide to look at the positions and see if all staff is still necessary. Rick states in the case of the Special Ed director, once the contracts have expired the AOS Board would then look at the case load and number of students to see if two people are needed to continue.

Another audience member asks about the proposed savings for each district. It is determined the proposed numbers are increased due to the fact that Vanceboro and East Range figures have not been deducted from the SAD #14 figures. This will be corrected by the next meeting. The next observation was that the percentages for the cost sharing are off. This is a rounding issue and will also be corrected by the next meeting. She also asks what the SAD #70 Central Office staff currently consists of. Bob replies a Business Manager, Administrative Assistant, and Superintendent. She then asks if those positions will remain the same. Bob states that positions can be changed depending on need. As of the time of the meeting no one has volunteered to be the Business Manager.

It is asked how much of the saving from SAD #14 will be paid to share the Superintendent. Bob states it will be the amount of their cost share, which is 17% or 18%. Lauren explains that whatever the cost for the positions needed SAD #14 is only responsible for their percentage.

Mr. Berta asks if it is time for public comments. Lauren says yes. He then asks if anyone has actually read the AOS law. He makes it known that he is a teacher, used to be a principal, and newspaper editor. He then says he's sure the superintendents probably have, but it's 15 pages long and the entire committee should read it. Six and a half pages of it deal with Maine Labor Relations Board. He says he's been hearing things about each district will have their own labor contract, but if you examine the law more closely you will find before you join the AOS your current union is dissolved if it doesn't have a contract. You'll then be under Maine Labor Relation Board rules which will be setting up your new negotiating unit. He states he's had four different people read the law and he's not a lawyer but they all perceive it the same way. He says the Labor Relation Board actually controls what happens. It is his understanding that if you don't have a labor contract in place before the consolidation happens the old contract can still be in affect. He spoke about this happening in Dexter. The Maine Labor Relation Board will review everything when school unions change. He spoke with Jim Rier today about this happening.

Someone asks if he is saying the AOS is going to take over everything. He says all he can do is encourage people to read the directions. Another thing Mr. Berta says needs to be looked at is the difference between the words "shall" and "will". In quoting the law uses the word "will" is used to describe what is to be done, even to describe common core curriculum, common policies, and calendars. Bob McDaniel states that consistency doesn't mean exactly the same when it comes to a calendar; Mr. Berta argues that the law state you "will". He does however state that the law says districts have until 2013 or 2014 to comply. He then mentions with a new Governor in office this law may change.

Mr. Berta then asks if a person contracting with the district would be allowed to sit on the school board. The answer from the committee is no. He states it is an issue that needs to be addressed for SAD #14. He then addresses Mr. Cote in saying that he'd like to see this work, but would like it to work properly and with that has a request for information that he requested awhile ago and is still waiting for. He would like to review this information, because he is a consultant and he could use the information to tell people it is a good deal and he could then give information on ways to save money. He then requests similar information from Mr. McDaniel for MSAD #70. He wanted to go on record that this information has been requested.

Bob McDaniel encourages if it is decided to move forward with this plan it should be sent to Dick Spencer for his opinion. It comes from an audience member to request Dick to answer the questions for tonight again, pertaining to core curriculum, calendar, and policies as it says in the law. Mr. Berta suggests looking at LD-2323 which will refer you to an office in Augusta who will give you copies of Law 580. Bob McDaniel asks for clarification from Mr. Berta in his meaning. Does it state that it dissolves the teachers unions; Mr. Berta states that it makes one group negotiate for the AOS. Loree states that the AOS is suppose to be just Central Office. Mr. Berta states the law has 6 $\frac{1}{2}$ pages of information from the Maine Labor Relations Board. He recommends that everyone read it. It's only 15 pages of reading in order to make million dollar decisions. Loree then asks if the plan isn't what the State wants they won't approve it. Mr. Berta states they will approve it and then the Maine Labor Relations Board can take over and can control the contracts until it is satisfied that everything is fair between labor and management. Bob is to ask Dick Spencer with the questions about this then report back to the group. He recommends based on the answers the committee will then need to decide whether to forward the plan to their boards for approval. The Boards will then vote to send it to the Commissioner. When the Commissioner approves it, each district will have public hearings then it moves on to referendum. After speaking with Dick

Spencer, if the committee decides not to move forward, the consolidation effort is over. He reiterates that at this point nothing is binding.

A question comes from the audience about the deadline for referendum. Bob replies that in order to make it to referendum by January 31, 2011 the plan needs to be submitted to the Commissioner no later than November 29, 2010. It is mentioned by an audience member that it doesn't seem like much time because the MSAD #14, Orient, and Bancroft communities are just finding out about it now. Lauren states that there was a previous meeting. Bob also states that in addition to the penalties for each district the State is planning to cut funding for districts, therefore by consolidating the district will save at least the amount of their penalties.

Mr. Berta states in speaking with Jim Rier today, he was informed that the penalty for MSAD #14 will not increase for the 2011 - 2012 school year due to an issue with the valuation.

Another question is asked by the audience about the ability to make changes to the plan after it has been submitted to the State, Bob states that he would have to contact the State to find out whether this is possible.

Bob also reminds everyone that there needs to be a name for the AOS. Lauren asks everyone to think about it and bring suggestions to the next meeting.

A member of the audience asks why MSAD #70's penalty is so large compared to MSAD #14's penalty. Bob said he would have to check with Jim Rier to find out exactly how that number was determined, but his guess would be that it is based on student population.

The Committee discusses the date for the next meeting. Bob reviews the process necessary before the plan can be sent to the Commissioner.

Next meeting: Tuesday, November 9, 2010 at 6 pm.

Meeting adjourned at 7:22 p.m.

Respectfully,

Lori Lenentine

**Regional Planning Committee Meeting
MSAD # 14 & MSAD #70**

**MSAD # 70 High School Commons
November 9, 2010**

MINUTES

Facilitated by: Lauren Asselin, SAD #70 and Loree Ross, SAD #14

Committee in Attendance: Darlene Theriault, Estela Lane, Lauren Asselin, Mary Ballanger, Loree Ross, Angela Howland, Bob McDaniel, Rick Cote

Others: Lori Lenentine, the audience was made up of several members of the public from MSAD #14 and MSAD #70

Call meeting to order at 6:00 PM

All Committee members introduce themselves.

Public Comment

None

Questions from last meeting

Bob spoke to Dick Spencer at Drummond Woodsum about the questions from Mr. Berta. The law (LD 517 Chapter 5A) states that if the existing contracts in a district were not renewed by the time the AOS forms, the state mandates allows the AOS to negotiate those contracts. This does not apply to the AOS for these districts. The individual school boards will continue to negotiate their individual contracts. The AOS can only negotiate contracts for the Superintendent, Special Ed Director, Director of Transportation, Curriculum Coordinator, Business Manager, and any support staff already in the Central Office. This law came about because in forming an AOS two districts wanted to have the Special Ed teachers become part of the Central Office, therefore this law was written to allow the AOS to negotiate contracts for those teachers. This law does not pertain to MSAD #70, MSAD #14, Orient, and Bancroft because they will not be making teachers

part of the Central Office and the information given out at the previous meeting is incorrect.

Bob spoke to Norm Higgins from the DOE regarding the need for a name for the AOS. Norm stated that we could just fill in the necessary places with "The AOS" and decide on a name later. He would check on this and get back to Bob with a definite answer. As of the time of the meeting Bob had not received a reply. His suggestion is to agree on a temporary name, but stipulate that at a later date, if the AOS is approved, it will be taken to the students of both districts to come up with a permanent name.

The District Name

Lauren asks for name suggestions. Several ideas were given, it was decided the name would be Border Town Area Schools (BTAS). The stipulation was added to the plan for students to change the name at a later date after the AOS is formed.

The Plan

Committee members reviewed updated plan. Cost sharing and savings are discussed. Bob stipulates that the savings numbers given are just an estimate of how things may look in the first AOS budget. Loree inputs that the AOS board when it is form will be responsible for putting the budget together and setting salary rates, etc. Bob adds they will be responsible for contracts for Central Office personnel also. Lauren asked if anyone has any other changes they'd like and if everyone felt comfortable taking the plan to their perspective boards for approval. Loree says she's comfortable taking it to the board but isn't sure about the public. Bob explains that the boards are only approving it to be sent to the State. When the State will either approve it as is or suggests changes to be made. Then the districts then will hold public hearings. The final step is a referendum vote in January. Bob then reviews the State time line to get the plan to a referendum by January 31st. Lori will e-mail an updated copy to Norma at MSAD #14 to distribute to the MSAD #14, Orient, and Bancroft Board members. Bob will meet with Joe Cyr at the Houlton Pioneer Times to put an article in the newspaper to address questions that have come up from the public. He reiterates that each district retains local control. Lauren reviews the changes that will be made in the plan to make it final. Bob states that if the committee votes to send the plan to the State, he would also like to send it to Drummond Woodsum to review.

Lauren asks when all the boards will be meeting. MSAD #70 will meet on Tuesday, November 15th, MSAD #14 and Bancroft are meeting on Wednesday, November 17th. Mr. Cote will contact Orient to see when they will be meeting.

The Vote

It is moved by Estela Lane and seconded by Angela Howland to forward the AOS plan, with corrections, to respective boards of MSAD #70, MSAD #14, Orient, and Bancroft.

Motion Carries Unanimously

Questions

Mr. Berta asks questions about the how the plan is adhering to the statutes in collective bargaining. Bob reviews his early conversation about the statute not applying to this AOS plan. Mr. Berta interprets his understanding. Bob answers that each individual district will continue to negotiate their own contracts. Estela reads the law aloud, pointing out that it states, "IF" the teachers will be employed by the AOS and that there will be no teachers employed by the AOS, they will be employed by the districts. Bob points out that another part of the statute Mr. Berta is looking at was written for an RSU, not an AOS.

Meeting adjourned at 6:35 p.m.

Respectfully,

Lori Lenentine

BTAS AOS Planning Committee

Roll Call Vote

11-9-10

It is moved by Estela Lane and seconded by Angela Howland to forward the AOS plan, with corrections, to respective boards of MSAD #70, MSAD #14, Orient, and Bancroft.

Motion Carries Unanimously

NOTICE OF INTENT

REC'D OCT 27 2010

SAU Submitting: MSAD70/MSAD #14, Orient, and Bancroft

Contact Information: Robert McDaniel

Date Submitted by SAU: 10/26/2010

1. **Notice of the SAU's Intent to Submit Reorganization Plan**

SAUs included in the proposed RSU: _____

A Reorganization Plan is submitted by each of the SAUs that proposes to become part of a new Regional School Unit that includes other SAUs. The SAUs of the proposed RSU must submit a Reorganization Plan even if the proposed RSU would be smaller than 2,500 but greater than 1,000 students due to geographic, demographic and other allowed exceptions.

2. X **Notice of the SAU's Intent to Submit Reorganization Plan for Alternative Organizational Structure (AOS)**

SAUs included in the proposed AOS: MSAD #70, MSAD #14, Orient, and
Bancroft

A Reorganization Plan for Alternative Organizational Structure (AOS) is submitted by each of the SAUs that proposes to become part of a new AOS (which will include other SAUs). Each of the SAUs of the proposed AOS must submit a Reorganization Plan even if the proposed AOS would be smaller than 2,500 but greater than 1,000 students due to geographic, demographic and/or other exceptions, as permitted by law.

3. **Notice of the SAU's Intent to Submit Alternative Plan**

An Alternative Plan is submitted by an SAU that proposes to meet the required reduction in costs without partnering with other SAUs.

An alternative plan may be submitted only by a unit that is:

- (1) An offshore island;*
- (2) A school operated by a tribal school committee pursuant to the Maine Revised Statutes, Title 30, section 6214;*
- (3) A school administrative unit that serves more than 2,500 students, or 1,200 students where circumstances justify an exception to the requirement of 2,500 students under XXXX-36, subsection 6, paragraph A, where expansion of the unit would be inconsistent with the policies set forth in Title*

20-A, section 1451; or

(4) A school administrative unit that is designated as an efficient, high-performing district. For purposes of this subparagraph, a school administrative unit is designated an "efficient, high-performing district" if:

(a) It contains at least 3 schools identified as "higher performing" in the May 2007 Maine Education Policy Research Institute report "The Identification of Higher and Lower Performing Maine Schools"; and

(b) Its reported 2005-2006 per-pupil expenditures for system administration represent less than 4% of its total per-pupil expenditures.

The alternative plan must address how the SAU will reorganize administrative functions, duties and non-instructional personnel so that the projected expenditures of the SAU in FY 2008-2009 for system administration, transportation, special education and facilities and maintenance will not have an adverse impact on the instructional program.

3. Basis for Alternative Plan

Explain why the SAU intends to submit an Alternative Plan, in accordance with the criteria set forth in #2, above.

4. Facilitator (if applicable, if known): _____

5. Determination and Notification of Compliance

The Commissioner of the Department of Education will make a determination and notify SAUs by September 14, 2007, or 14 days from receipt if received after August 31, 2007, whether the intended action, including the intention to file a Reorganization or an Alternative Plan, complies with the requirements of Chapter 103-A.

DOE USE ONLY: Date Received 10/27/10
DOE USE ONLY: Date Reviewed 11/2/10
DOE USE ONLY: Intended Action Complies X Does Not Comply _____
DOE USE ONLY: Date of Commissioner Response 11/3/10
DOE USE ONLY: Date Returned for Revisions with Additional Questions _____
DOE USE ONLY: Due Date for Revisions from SAU _____
DOE USE ONLY: Date Revised Notice Reviewed _____
DOE USE ONLY: Date of Commissioner Response to Revised Notice _____

Unique or Particular Circumstance Checklist

This information is to accompany the Notice of Intent for all SAUs applying for an exception pursuant to 20-A MRSA §1461, subsection 3, B-1(2).
(Please attach narrative as Exhibit A)

School Administrative Units Included in Notice of Intent (Each municipality in a School Union must be listed separately)
SAD #70
SAD #14
Orient
Bancroft

Contact Information:

Name: Robert W. McDaniel
Address: 175 Hodgdon Mills Road
Hodgdon, ME 04730
Telephone: 207-532-3015
email: bmcdaniel@msln.net

Subsidizable resident pupils in proposed RSU/AOS as of Oct. 1, 2006 (including, for these purposes, students attending from the unorganized territory): 732

Proposed reorganization results in less than 2,500/1,200 students 20-A MRSA §1461 (3)(B)(1) and (3)(B-1)(1).

Please detail the actions the listed SAUs have taken toward meeting the 2,500/1,200 enrollment expectation for the proposed RSU/AOS. This narrative must describe the due diligence of the units in addressing at least the following:

- Geography, including physical proximity and the size of the current school administrative unit;
- Demographics, including student enrollment trends and composition and nature of communities in the regional school unit;
- Economics, including existing collaborations to be preserved or enhanced and opportunities to deliver commodities and services to be maximized;
- Transportation;
- Population density; or
- Other unique circumstances including the need to preserve existing or developing relationships, meet the needs of students, maximize educational opportunities for students and ensure equitable access to rigorous programs for all students.
- The proposed regional school unit comprises 3 or more school administrative units in existence prior to July 1, 2008
- The member municipalities of the proposed regional school unit are surrounded by approved regional school units or alternative organizational structures and there are no other school administrative units available to join the proposed regional school unit
- The member municipalities of the proposed regional school unit include 2 or more isolated small schools that are eligible for an isolated small school adjustment pursuant to section 15683, subsection 1, paragraph F

Exceptions to 2,500/1,200 Student Minimum

Exception §1461(3)(B)(1) and §1461(3)(B-1)(1) per LD 570	Exception Claimed in Plan	Documentation Provided? (Please attach narrative as Exhibit A)	
		Yes	No
Geography	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demographics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Economics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Population Density	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Unique Circumstances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 or more school administrative units in existence prior to July 1, 2008	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are surrounded by approved regional school units or alternative organizational structures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Include 2 or more isolated small schools	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Proposed reorganization results in less than 1,000 students 20-A MRSA
§1461(3)(B)(1) and §1461(3)(B-1)(1) per LD 570:**

Please provide detailed written information that demonstrates that the SAUs have exhausted all reasonable and practical means of satisfying the requirements above, and that approval is warranted based on the unique or particular circumstances of the unit or units.

Efforts put forth

- In 2008 SAD #70 and SAD #14 attempted to form an RSU with SAD #29, SAD #25, and CSD #9. This plan was rejected at a referendum vote in November 2008.
- In January 2009 voters rejected a referendum vote to form an AOS with SAD #70, SAD #14, SAD #25, and CSD #9.
- In 2009, SAD #70 began working on forming an RSU with SAD #25 and CSD #9. At their December 2009 meeting the SAD #70 Board of Directors voted to try forming an RSU with SAD #29, due to the close proximity.
- In January 2010, RSU planning began between SAD #70 and SAD #29. In August, SAD #29 decided an AOS plan would be a better choice for both districts. However, at their October board meeting SAD #29, voted to cease consolidation talks with SAD #70
- On October 19, 2010 discussions have begun to form an AOS between SAD #70, SAD #14, Orient, and Bancroft.

Unique Circumstances

Due to the large geographical location and small population density, both MSAD #70 and MSAD #14 are in an isolated area. MSAD #70 is surrounded by already formed conforming districts. Having tried unsuccessfully to consolidate with other neighboring districts, an AOS between these two districts is the only option we have left.